

RETENTION AGREEMENT

Client Name: RODRICK RUTLEDGE

Spouse Name:

Address:

City:

Home Telephone: Office Telephone:

Cell Phone:

Email:

Date of Birth:

Social Security:

The CLIENT, RODRICK RUTLEDGE (hereinafter the "CLIENT"), and THE LOCKS LAW FIRM (601 Walnut Street, Suite 720 East, Philadelphia, PA 19106) AND THE LAW OFFICES OF BYRON CUTHBERT & ASSOCIATES LLC. (hereinafter "Attorneys"), in consideration of the mutual promises contained herein, for the purposes of providing legal services to the CLIENT, agree as follows:

1. The CLIENT hereby retains and employs the Attorneys to represent him in connection with any and all claims the CLIENT may have arising out of EBS participation as a player in games,

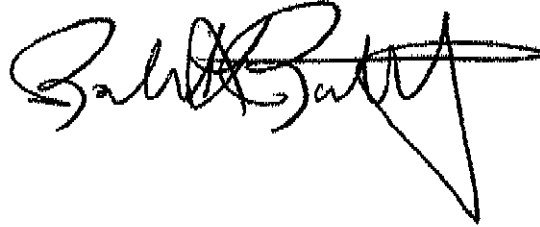
practices, or training sponsored or approved by the National Football League ("NFL") as those claims relate to head injuries, concussions, and/or brain trauma of any kind, and the CLIENT retains the attorneys specifically in connection with the pending litigation captioned *IN RE: NATIONAL FOOTBALL LEAGUE PLAYERS' CONCUSSION INJURY LITIGATION*, No. 2:12-md-02323-AB-MDL No. 2323, Civ. Act. No. 14-00029-AB.

2. The parties acknowledge and agree that the CLIENT retains the Attorneys on a contingency fee basis for the claims and/or civil actions filed on the CLIENT'S behalf, and that CLIENT shall pay Attorneys a fee for their services in an amount equal to 20% (twenty percent) of the gross proceeds of recovery by the CLIENT, if any, whether by settlement, verdict, award, judgment, or otherwise.
3. The CLIENT and Attorneys agree that the CLIENT'S responsibility for the payment of attorneys' fees to the Attorneys is limited to the contingent fee provided in paragraph two (2) above and that those sums shall be derived from the CLIENT'S recovery, whether by judgment, verdict, award, settlement, or otherwise. Under no circumstances shall the attorneys charge the CLIENT attorney's fees greater than 20% (twenty percent).
4. In the event the Attorneys recover attorneys' fees in connection with the CLIENT'S claim and/or civil action, or are awarded attorneys' fees, the attorneys' fees recovered shall be applied against the amounts to which the Attorneys would be entitled under paragraphs two (2) and three (3) of this Agreement. If any attorneys' fee award exceeds the amount of the contingent fee under paragraphs two (2) and three (3) of this Agreement, the Attorneys shall be entitled to the higher of the attorneys' fee award or the contingent fee.
5. The CLIENT understands and agrees that the claim and/or civil action has and will require the expenditure of funds for litigation expenses and costs such as medical examinations, travel expenses, filing fees, discovery expenses, witness fees, and transcripts. The Attorneys and the CLIENT agree that the Attorneys will initially pay and thus advance all such litigation costs and expenses on the CLIENT'S behalf, and that in the event of a recovery or award, the CLIENT will reimburse the Attorneys for such expenses and costs out of the CLIENT'S recovery or award.

- <https://mail-attachment.googleusercontent.com/attachment/?view=original> 4/12/2016

ACCEPTED AND AGREED:

CLIENT: Dated: 4-27-2016
RODRICK RUTLEDGE



SPOUSE: Dated:
N/A

ATTORNEYS:

By: Dated:
LOCKS LAW FIRM
David D. Langfitt, Esquire

By: Dated:
LAW OFFICE OF BYRON CUTHBERT
& ASSOCIATES LLC
Byron Cuthbert, Esquire

